RG 104, 8NS-104-94-077
Box 2

8NS-104-94-077, Miscellaneous
Correspondence & Memos, 1897-1994

John A. McIntyre - foundation, superstructure and roof covering 06/05/99

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TREASURY DEPARTMENT

OFFICE of the SECRETARY

Washington, D. C. June 5, 1899.

Mr. John A. McIntyre,
1305 South 8th st.,
Denver, Colo.

Sir:

Referring to Department letters of January 11, 1899, and May 19, 1899, addressed to you, you are advised that the contract entered into between the United States of America and yourself, for the foundation, superstructure and roof covering of the new Mint in Denver, Colo., is hereby expressly declared to be annulled.

Respectfully, yours,

L. J. GAGE,

Secretary.

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John A. McIntyre,
General Contractor
Rooms 402-404 Cooper Building,
Denver, Colo.

Owners and Operators
Arkins Granite Quaries.

DENVER, COLO, June 10, 1899.

Hon. J. K. Taylor,
Supervising Architect,
Washington, D.C.

Sir:

Your telegram of this date received as follows:

"John A. McIntyre,
1250 South Eighth St.,
Denver, Colo.

Request must be made by letter, over your own signature before department will consider matter.

J. K. TAYLOR,
Supervising Architect."

I yesterday wired Lyman J. Gage Secretary of the Treasury as follows:

"Lyman J. Gage, Sec. Treas.
Washington, D.C.

I hereby request reinstatement of my Denver Mint contract, and all rights thereunder as per arrangement with Geo. E. Ross-Lewin and the U. S. Fidelity & Guaranty Co.
Please immediately wire consent as above.

J. A. MCINTYRE."

This to confirm.

I hereby make formal written request for reinstatement of my Denver Mint contract as above. Kindly forward written notice of reinstatement at earliest possible moment and greatly oblige.

Very respectfully,

JOHN A. MCINTYRE.

C. (COPY)

B1. Inclosure.

TREASURY DEPARTMENT,
Office of the Secretary,
Washington, D. C., June 14, 1899.

Mr. John A. McIntyre,
402 Cooper Building,
Denver, Colo.

Sir:

This Department is in receipt of your letter of the 10th instant, and letter dated the 9th instant from your surety, the United States Fidelity and Guaranty Co., both requesting your reinstatement as contractor for the foundations, superstructure and roof covering of the new Mint, Denver, Colo.

In reply, you are advised that in view of all the circumstances, the Department hereby revokes its letter of June 5, 1899, abrogating your contract above mentioned, upon the express condition that no claim for damages of any nature or kind whatsoever shall be presented to this Department or prosecuted against the United States by reason of such abrogation of your contract, and upon the further condition that you execute and return immediately the enclosed form of bond.

Respectfully, yours,

L. J. GAGE,

Secretary.

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C. (COPY)

B O N D .

WHEREAS, on December 31, 1897, proposals were invited by public advertisement for furnishing all of the labor and materials required for the foundations, superstructure and roof covering of the new Mint at Denver, Colo.; and

WHEREAS, in response to said invitation John A. McIntyre on January 22, 1898, proposed to do said work for the sum of $247,874. 09; and

WHEREAS, by letter dated March 29, 1898, O. L. Spaulding, Assistant Secretary of the Treasury, acting for and in behalf of the United States of America, accepted said proposal upon certain conditions; and

WHEREAS, on March 29, 1898, said John A. McIntyre entered into a contract with L. J. Gage, Secretary of the Treasury, acting for and in behalf of the United States of America, to do said work; and

WHEREAS, on April 11, 1898, the United States Fidelity and Guaranty Company, a corporation created and existing under the laws of the State of Maryland, Baltimore, Md., became surety on the bond in the sum of $124,000.00, given by said John A. McIntyre to guarantee the faithful performance of the conditions of the said contract; and

WHEREAS, on December 3, 1898, said John A. McIntyre, as contractor and principal on said bond, and said United States Fidelity and Guaranty Company, as the surety on said bond, consented and agreed to the substitution of Arkins gray granite for the J.A. McIntyre Fremont County Colorado gray granite, for use in said

work; and

WHEREAS, by letter dated June 5, 1899, addressed to said John A. McIntyre, L.J.Gage, Secretary of the Treasury, acting for and in behalf of the United States of America, declared said contract to be annulled; and

WHEREAS, by letter dated June 10, 1899, said John A. McIntyre made application for his reinstatement in his rights and liabilities under said contract; and

WHEREAS, by letter dated June 14, 1899, L. J. Gage Secretary of the Treasury, acting for and in behalf of the United States of America, revoked said Department letter of June 5, 1899, annulling said contract, upon condition that no claim shall be presented or prosecuted against the United States for damages of any kind whatsoever growing out of such abrogation of said contract and upon the further condition that said John A. McIntyre and said United States Fidelity and Guaranty Company shall give a new bond for the faithful performance of all the conditions of said contract and bond: (reference to which contract and bond, said consent of surety, and the attachments thereto and parts thereof, is hereby made a part thereof; and copies of each of which said letters of June 5, 10, and 14, 1899, are attached hereto as part hereof):

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That we, John A. McIntyre, of the city of Denver, county of Arapahoe, state of Colorado, as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation created and existing under the laws of the state of Maryland, Baltimore, Md., as surety, are held and firmly bound unto the United States of America in the

sum of one hundred twenty-four thousand dollars ($124,000.), lawful money of the United States, for the payment of which well and truly to be made to the United States we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and DATED this Fifteenth (15) day of June, A. D. 1899.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That if the said John A. McIntyre has heretofore complied with and fulfilled all of the terms, conditions and undertakings of his said contract dated March 29, 1898, and of all duly authorized changes in, or additions to, said contract; and if he shall hereafter comply with and fulfil all of the terms, conditions and undertakings of his said contract dated March 29, 1898, and of all duly authorized changes in, or additions to, said contract; and if he has heretofore made payment to all persons supplying him with labor or materials in the prosecution of the work embraced in said contract and all duly authorized additions thereto; and if he shall hereafter promptly make payment to all persons supplying him labor or materials in the prosecution of the work embraced in said contract and all duly authorized additions thereto, then this obligation to be void; otherwise, to be and remain in full force and virtue.

It is understood and agreed that nothing in this instrument shall be construed as in any way releasing the principal and surety on said bond dated April 11, 1898, from any liability resting upon them by reason of said contract dated March 29, 1898; but that said bond dated April 11, 1898, shall be and remain in

full force and virtue.

IN TESTIMONY WHEREOF, the said John A. McIntyre, as principal, and the said United States Fidelity and Guaranty Company, as Surety, have hereunto subscribed their hands and affixed their seals the date above written.

Signed, sealed and delivered
in the presence of:

Joseph W. Barnes ..... John A. McIntyre ..... (SEAL)

Scott Trenton ..... The United States Fidelity & Guaranty Company (SEAL)

Lawrence W. Frederick. John L. Bland Prest.

Stamp rule- Richd D. Lang Arthur C. Pierce ..... Asst. Secy.

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$.50 Revenue stamps

Authority to execute &c., attached to original-

STATE OF }
COUNTY OF } ss:

Personally appeared before me, a in and for

said , the said

who signed the above obligation, and who made solemn oath that they are each worth

over and above their just debts and legal liabilities.

SWORN TO AND SUBSCRIBED as above written, before me

this day of , 189 .

Magistrate's signature.

Sureties' signatures.

Office of the U. S.

DISTRICT OF

, A. D. 189 .

I hereby Certify That

the sureties who have signed the foregoing bond, are known to me as residents of

, and citizens of the United States, and are amply sufficient

security for the amount thereof, and that the bond is good.

Certified Copy

Proposals for contracts | No. 686.a-

Bonds

CONTRACT OF

John A. McEntyre

Of Denver, Colo.,

For Foundations, superstructure & roof covering,

For U. S. New Mint,

At Denver, Colo.,

Dated June 19, 1899.

Amount, $134,000,

Time to complete

Penalty for each day's delay $

Bond dated June 19, 1899.

Amount of Bond, $

The Following Instructions Must be Particularly Observed and Complied With, viz:

1st. The Christian names must be written in the body of the bond in full, and so signed to the bond.

2d. A seal of wax or wafer must be attached to each signature on the bond. No seals required for signatures to contract except corporate seals.

3d. Each signature must be made in the presence of two persons, who must sign their names as witnesses.

4th. Each surety must make and sign an affidavit of the amount he is worth after paying his just debts, and deducting all exemptions by the laws of the State in which he resides, and liabilities of whatever nature, as per form herewith.

5th. A district judge or attorney of the United States, or clerk of a United States court, must certify that the sureties are sufficient to pay the penalty of the bond.

6th. The affidavits of the sureties must be taken and signed before an officer authorized to administer oaths generally. The officer must certify that he administered the oaths. If the magistrate is not a judge of the United States court, his authority to administer oaths must be certified by the clerk of a court of record having official knowledge of that fact.

7th. Bond must be dated.

8th. Residence of principal and sureties must be distinctly stated.

9th. The sureties must justify in amounts, the aggregate of which will be equal to twice the penal sum of the bond.

10th. When the contracting party is a partnership concern, the contract must be signed with the firm name without seal, and the bond must be signed by each member of the firm with seal to each signature; when a corporate body, there should be attached to the contract, duly authenticated evidence that the officer or officers executing the contract and bond, have authority to do so, and the corporate seal must be affixed to each instrument.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

June 27, 1899.

Respectfully referred to the Solicitor of the Treasury for examination and indorsement.

Jas A. Wetmore
Acting Chief Executive Officer.

cef.

Department of Justice,

OFFICE OF THE
SOLICITOR OF THE TREASURY.

July 5, 1899.

I have examined the within contract and bond as to form and execution, and in these respects they are approved when the contract is duly executed on behalf of the United States.

F. A. Reeve
Acting ~~Assistant~~ Solicitor of the Treasury.

C.E.

Treasury Department,

OFFICE OF THE SECRETARY.

July 6, 1899.

The within bond is hereby approved.

L. J. Gage
Secretary.

J.A.W.
E.E.K.
J.K.V.

TREASURY DEPARTMENT,
OFFICE SUPERVISING ARCHITECT,

July 7, 1899

I hereby certify that the within is a true and correct copy of the Original contract and bond on file in this Department.

Jas Rutherland
Acting Chief Executive Officer.

W.S.S.

John A. McIntyre - foundation, superstructure and roof covering 06/05/99